

## Supplemental General Conditions For UDOT OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1. The Utah Department of Transportation (UDOT) will implement an Owner Controlled Insurance Program (OCIP) on this project. Awarded Contractor is responsible for enrollment and compliance with all OCIP requirements for itself and all enrolled Subcontractors of all tiers. Subcontractors, whenever referred to in these documents, shall include all Consultants and Sub-consultants to the Contractor. The OCIP requirements are not intended to create any contract between the Subcontractors and the Owner. The Contractor shall be responsible to enforce any OCIP provisions that relate to Subcontractors. The OCIP will minimally provide workers' compensation, employer's liability, general liability, contractors pollution liability, railroad protective (as required), excess liability and builders risk for all eligible Contractors of every tier enrolled in the OCIP and performing work at the project site. The OCIP will also include professional errors and omissions liability for enrolled architects and engineers. UDOT agrees to pay all premiums associated with the OCIP including deductibles or self-insured retentions unless otherwise stated in the contract documents.

**Awarded Contractor and eligible Subcontractors of all tiers will not be allowed to work without enrolling in the OCIP.**

### 1.1 Carriers in Program.

Workers Compensation, Employers Liability: **American Zurich Insurance Company**  
General Liability: **Zurich American Insurance Company**  
Contractor Pollution Liability: **ECS Greenwich**  
Professional Architects and Engineers Errors and Omissions: **DPIC**  
Excess Coverage: **Underwriters at Lloyds of London**  
Railroad Protective: **London**  
Builders Risk: **CNA**

2. No insurance coverage provided by UDOT under the OCIP shall extend to the activities or products of suppliers, material men, vendors, haulers, truckers and "owner/operators", whose employee(s) perform no on-site work or are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials. Such persons shall be required to provide their own insurance. Ineligible and eligible Contractors shall be required to maintain their own insurance of the types and with the limits as set forth in Paragraph 14 with such coverage recognizing UDOT's project sites, at their own expense, and shall promptly furnish UDOT certificates of insurance giving evidence that all required insurance is in force.
3. Contractor shall enroll in the OCIP by completing the attached OCIP Enrollment Form and submit it to the UDOT along with required certificate, per Paragraph 15, at the time it returns the executed contract to UDOT or prior to commencement of any work, whichever occurs first. The Contractor shall require that each of its Subcontractors of every tier enroll in the OCIP by submitting the OCIP Enrollment Form and required certificate to the UDOT Resident Engineer **prior** to the Subcontractor entering the project site. By submitting this enrollment form and required certificate to the UDOT Resident Engineer, Contractor warrants that all insurance information is correct. (See Paragraph 15.1)
4. **It is understood and agreed that UDOT is providing designated insurance coverages, as identified in Paragraph 9, to enrolled contractors/subcontractors. All costs associated with said coverage is paid for by UDOT. Regardless of this transaction, all eligible contractors or subcontractors must enroll in the OCIP for insurance coverage to apply. Any eligible contractors/subcontractors who begin work without completing the enrollment process will have their work stopped and/or be removed from the site until the enrollment requirement is satisfied. The General Contractor will be held solely and individually responsible for the timely enrollment of all eligible subcontractors of all tiers. Failure to do so will result in the General Contractor being issued a notice of non-compliance of the provision of the contract and work may be stopped, at the expense of the General Contractor, until compliance with this requirement is met.**
5. The Contractor's bid is deemed to exclude conventional insurance costs for the OCIP coverage identified in Paragraph 9. Further,

Contractor is instructed to advise contractor's conventional insurance carriers to exclude OCIP project from their own policy, as per Paragraph 14.1.

6. An auditor or auditors from the insurance companies providing OCIP coverage will perform a payroll and contract revenue audit of each enrolled Contractor after UDOT's Resident Engineer submits notice to Willis of each contractor's completion of work.

#### **7. Contractor's Responsibility for its Subcontractors**

Contractor shall include all of the provisions of this agreement in every Subcontract so that such provisions will be binding upon each of its eligible Subcontractors.

#### **8. Audit of Contractor's payroll**

For insurance carrier purposes, enrolled Contractor agrees, and will require all tiers of enrolled Subcontractors to agree, to keep and maintain accurate record of its payroll for operations at the project site. These Contractors and Subcontractors further agree to furnish to the State, its appointed Administrator (Willis of Utah) or Insurance Carrier full and accurate payroll data and information in accordance with the requirements of the UDOT OCIP. Enrolled Contractor/s shall permit UDOT, its Administrator or Insurance Carrier to examine and/or audit its books and records. Enrolled Contractor/s shall also provide any additional information to UDOT or its appointed Administrator as may be required.

#### **9. Coverage provided in OCIP**

- 9.1 UDOT, at its sole expense, has implemented this Owner controlled insurance program (OCIP) to furnish certain insurance coverage as respects on-site project activities. The OCIP will be for the benefit of UDOT and its enrolled Contractors and Subcontractors of all tiers (unless specifically excluded) who have on-site employees. Such coverage applies only to work performed under this contract at the Project Site. Project Site is defined as the area described in the construction contract documents including the areas available for Contractor operations, access routes, right-of-ways, and approved additional sites necessary or incidental thereto in connection with the work or emanating from the project site. Contractor and Subcontractors of all tiers must provide their own insurance for off-site activities. Off-site activities may be covered in the OCIP if 100% dedicated to the project as defined in the Utah Department of Transportation OCIP Manual.

The OCIP policies are available for review by the Contractor upon request to UDOT. The terms of such policies or programs, as such policies or programs may be from time to time amended, will be incorporated by reference herein. The Contractor hereby agrees to be bound by the terms and conditions of coverage as contained in such insurance policies and/or self-insurance programs.

- 9.2 UDOT will minimally provide and maintain in force the types of insurance as listed below. Enrolled Contractors and Subcontractors of all tiers agree that the purpose of said section is to provide a general understanding of the coverage provided by the OCIP.

While the OCIP is intended to provide broad coverages and high limits, the OCIP is not intended to meet all the insurance needs of a contractor/subcontractor. Each contractor/subcontractor is responsible to assure that other proper coverages are maintained, see Paragraph 17.

- 9.3 Withholding from Contract Sum.

The enrolled Contractor agrees that UDOT will withhold from the Contractor a sum equal to the amount of any covered loss under the policies caused by the Contractor or its enrolled Subcontractor(s), but not to exceed the applicable Contractor/Subcontractor assessment as stated herein. That sum shall be assessed to the enrolled Contractor or Subcontractor causing the damage as determined by the Insurer and shall become the property of UDOT.

#### 9.4 **Workers' Compensation and Employer's Liability Insurance**

##### 9.4.1 Scope of Coverage

- |    |                          |   |
|----|--------------------------|---|
| A. | Operations.              | Work of any enrolled Contractor, Subcontractor of any tier, performed at the Project Site.                            |
| B. | Insured.                 | Enrolled Contractor and Subcontractors of any tier. (Each enrolled Contractor/Subcontractor will be issued a policy.) |
| C. | Limits.                  |   |
|    | 1.                       | Workers' Compensation Statutory   |
|    | 2.                       | Employer's Liability \$1,000,000 - Each Employee  |
|    |                          | Bodily Injury by Accident   |
|    |                          | \$1,000,000 - Each Employee   |
|    |                          | Bodily Injury by Disease  |
|    |                          | \$1,000,000 - Bodily Injury   |
|    |                          | By Accident or Disease – Any One Accident   |
| D. | Contractors' Assessment. | \$200 per claim.  |

##### 9.4.2 Effect on Future Experience Modifications.

All premiums and loss experience incurred by each enrolled Contractor/ Subcontractor will be reported to NCCI or other appropriate authority, and used in the normal manner for calculating individual future experience modifiers.

## 9.5 Commercial General Liability

Provides coverage for Bodily Injury, Property Damage, Personal Injury, and Products and Completed Operations (Completed Operations has a 5-year extension).

### 9.5.1 Scope of Coverage

A.	Operations.	Work of any enrolled Contractor, Subcontractor of any tier performed at the Project Site.	
B.	Insured's.	UDOT, State of Utah, enrolled Contractors and Subcontractors of all tiers.	
C.	Limits.	\$2,000,000	Bodily Injury & Property Damage Combined Single Limit
		\$10,000,000	General Aggregate
		\$ 6,000,000	Products and Completed Operations Aggregate
D.	Contractors' Assessment	\$5,000.00 per claim	

## 9.6 Railroad Protective (as required)

Liability coverage for railroad companies.

### 9.6.1 Scope of Coverage

A.	Operations.	Work of any enrolled Contractor, Subcontractor performed on the Project Site.	
B.	Insured.	All railroads affected.	
C.	Limits.	\$5,000,000	Each Occurrence
		\$10,000,000	Aggregate
D.	Contractor's Assessment	None	

## 9.7 Excess General Liability Insurance

Liability coverage in excess of Primary Commercial General Liability, Employer's Liability and Railroad Protective Liability.

### 9.7.1 Scope of Coverage

A.	Operations.	Work of any enrolled Contractor, Subcontractor of any tier, performed at the Project Site.	
B.	Insured.	UDOT, State of Utah, enrolled Contractors and Subcontractors of all tiers.	
C.	Limits.	\$50,000,000	Each Occurrence for all Insured's
		\$50,000,000	Aggregate for all Insured's.
D.	Contractor's Assessment	None	

## 9.8 Professional Errors & Omissions Liability

Liability coverage for Negligent Acts, Errors or Omissions of the Insured's who have provided professional services for the UDOT OCIP.

### 9.8.1 Scope of Coverage

A.	Operations.	Work done in conjunction with the UDOT OCIP by Design and Consulting Engineers, Architects, Construction Managers and Sub-consultants.	
B.	Insured.	UDOT (as defined in policy), State of Utah, enrolled Design and Consulting Engineers, Architects, Construction Managers, Sub consultants and Contractors, to the extent they provide professional services.	
C.	Limits-Project Term.	\$25,000,000	Claim
		\$50,000,000	Aggregate
D.	Consultant's Assessment	\$50,000	Claim

## 9.9 Contractors Pollution Liability

Coverage for Liability arising from pollution releases during construction or remediation work.

### 9.9.1 Scope of Coverage

A.	Operations.	Work done in conjunction with the UDOT OCIP by enrolled Contractors and Subcontractors of any tier.	
B.	Insured.	UDOT, State of Utah, enrolled Contractors/Subcontractors of any tier.	
C.	Limits - Project Term.	\$10,000,000	Occurrence
		\$10,000,000	Aggregate
D.	Contractors' Assessment	\$5,000	Occurrence

## 9.10 Builders' Risk

All Risk coverage to protect against physical loss or damage to work or any part thereof of, including transit.

### 9.10.1 Scope of Coverage

A.	Operations.	Work done in conjunction with the UDOT OCIP by enrolled Contractors and sub-contractors of any tier.	
B.	Insured.	UDOT, State of Utah and enrolled Contractors/subcontractors of any tier.	
C.	Limits.	\$50,000,000	occurrence
		\$25,000,000	flood & earthquake/occurrence
D.	Contractor's Assessment	\$25,000	occurrence

## 10. Certificates and Policies

All UDOT furnished insurance coverage shall be either written by insurance companies approved by UDOT or shall be self-insured. UDOT or appointed Administrator (Willis of Utah) shall provide Contractors and Subcontractors with appropriate certificates of insurance or self-insurance evidencing the coverage outlined above.

## 11. Termination/Modification of the OCIP

UDOT reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, UDOT shall provide ninety (90) days advance written notice to all prime or general Contractors covered by the OCIP. Contractors and Subcontractors of all tiers shall immediately be required to obtain appropriate replacement insurance coverage acceptable to UDOT. The reasonable cost of such replacement insurance will be reimbursed by UDOT. Written evidence of such insurance shall be provided to UDOT prior to the effective date of the termination or modification of the OCIP.

## 12. Contractor Responsibilities

- 12.1 The Contractor is required to cooperate with UDOT and its OCIP Administrator (Willis of Utah) with regards to the administration and operation of the OCIP. The Contractor's responsibilities shall include, but are not limited to:
  - 12.1.1 Complying with the terms and conditions of Construction Safety Program(s), State of Utah OCIP Manual, and State of Utah OCIP Construction Safety and Health Manual, as outlined in said manuals;
  - 12.1.2 Complying with provisions of the contract, operations and insurance information;
  - 12.1.3 Immediately notifying UDOT of all eligible Subcontractors of all tiers upon contract award, and upon satisfactory completion of work;
  - 12.1.4 Maintaining and providing of payroll records and other records as necessary for NCCI reporting;
  - 12.1.5 Cooperating with any insurance company and OCIP Administrator (Willis of Utah) with respect to requests for claims, payroll or other information required under the program;
  - 12.1.6 Immediately notifying UDOT that any Contractor provided coverage has been canceled, materially changed, or not been renewed; and,
  - 12.1.7 Completing and submitting the following administrative form within the time frames specified:

### **Contractor:**

OCIP Enrollment Form upon execution of the contract; including Certificate of Insurance as per Section 15

### **Subcontractor:**

OCIP Enrollment Form & required certificate will be sent to UDOT's Resident Engineer assigned to project, as an attachment to subcontract agreement.

- 12.2 Failure to follow the procedures outlined in the UDOT OCIP Manual and UDOT Construction Safety and Health Manual may result in forfeiture of coverage, fines and or penalties assessed against the Contractor. UDOT shall deduct from monies due or to become due, **under payments section of its contract**, for any applicable fines or penalties that are assessed as well as any other legal remedies available to owner, which remedies may be cumulative.

### 13. Assignment of Return Premiums

UDOT will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of UDOT providing said coverage the enrolled Contractor and Subcontractors agree to:

13.1 Irrevocably assign to and for the benefit of UDOT, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies due UDOT in connection with the insurance which UDOT herein agrees to provide, and agrees to evidence same by a formal instrument of assignment, if requested, to be promptly executed in the form prepared by UDOT.

13.2 Contractor further agrees to require all tiers of enrolled Subcontractors to execute a similar assignment for the benefit of UDOT.

### 14. Contractor-Provided Coverage (Contractor still required to provide following coverage even if OCIP provides coverage)

14.1 For any work under this contract, and until completion and final acceptance of same, the Contractor, at its own expense, must promptly furnish to UDOT certificates of insurance giving evidence that certain coverage's are in force. Contractor is responsible for compliance under this program for Subcontractors of all tiers.

Enrolled Contractors/Subcontractors shall cause their Workers' Compensation and Employer's Liability policy to be endorsed with Designated Workplace Exclusion Endorsement (see appendix A) and its Commercial General Liability Policies to be endorsed with an Exclusion - Designated Work Endorsement (see appendix B) to exclude operations on Project Site from its coverage.

14.2 **Prior to entrance on Project Site**, Contractor agrees, and shall cause its Subcontractors of all tiers to agree to obtain the insurance set out in this exhibit from a company or companies acceptable to UDOT as follows:

#### 14.2.1 Workers Compensation Insurance

Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide at their own expense, Workers' Compensation Insurance to cover full liability under the Workers' Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws.

#### 14.2.2 Employer's Liability Insurance

Contractor agrees, and shall cause its Subcontractors of all tiers to agree to provide, at their own expense, Employer's Liability Insurance with the following minimum limits of liability:

\$100,000	Each Accident
\$500,000	Disease-Policy Limit
\$100,000	Disease-Each Employee

#### 14.2.3 Commercial General Liability Insurance

Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide, at their own expense, Commercial General Liability Insurance, on an "occurrence basis", including insurance for operations, independent Contractors, products/completed operations, and contractual liability specifically designating the Indemnity provisions of this Contract Agreement as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must be endorsed with a Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse and underground hazards.

The insurance required by this paragraph 14.2.3 shall be in limits not less than the following:

\$2,000,000 General Aggregate  
\$1,000,000 Products-Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence  
\$50,000 Fire Damage (Any one fire)  
\$5,000 Medical Expense (Any one person)

Said certificate shall state that the policy required by paragraph 14.2.3 has been endorsed to name UDOT and State of Utah as an Additional Insured. See items 15.2, 17.2 and 19 for Waiver of Subrogation requirement.

#### 14.2.4 Automobile Liability (Insurance coverage not provided in OCIP)

Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide, at their own expense, Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of a motor vehicle at, upon, or away from the Project Site. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Per Occurrence

Said certificate shall state that the policy required by paragraph 14.2.4 has been endorsed to name UDOT and the State of Utah as an Additional Insured.

#### 14.2.5 Aircraft Liability (Insurance coverage not provided in OCIP)

Contractor and Subcontractors of all tiers using its own aircraft, or employing aircraft in connection with the work performed under this Program shall maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.

Said certificate shall state that the policy required by paragraph 14.2.5 has been endorsed to name UDOT and the State of Utah as an Additional Insured.

#### 14.2.6 Valuable Papers and Records and/or Electronic Data Processing (Data and Media) Coverage (Insurance coverage not provided in OCIP)

The Contractor and Subcontractors of all tiers shall provide coverage for the physical loss of or destruction to their work product including drawings, specifications, and electronic data and media if needed.



## 15. Certificates of Insurance

15.1 Prior to entrance on the Project Site, Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to provide to UDOT's Resident Engineer a Certificate of Insurance setting out coverage described herein, limits and amendments to the certificate necessitated by changes to the work to be performed under the contract until the date of final payment.

Said certificate shall state that the policies required have been endorsed to provide that the insurers issuing said policies shall give UDOT and the State of Utah not less than thirty (30) days prior written notice in the event of cancellation or change in coverage thereunder.

15.2 All policies required shall be endorsed to include Waiver of Subrogation in favor of UDOT and the State of Utah.

15.3 All insurance required shall be maintained without interruption from the date of commencement of the work throughout the warranty period as scheduled in the Contract Agreement.

15.4 All insurance policies provided shall be primary and non-contributing with, and not in excess of, any other insurance available to UDOT.

15.5 UDOT will forward such certificate to the OCIP Administrator (Willis of Utah) at the following address.

Willis of Utah  
Attn: OCIP Administrator  
2890 East Cottonwood Parkway, Suite 350  
Salt Lake City, UT 84121

## 16. Notice of Cancellation

Policies and/or certificates shall specifically provide a 30-day notice of cancellation, non-renewal or material change to be sent to the UDOT Resident Engineer. UDOT will forward such notice to the OCIP Administrator at the aforementioned address.

## 17. OCIP and Other Insurance

17.1 Any type of insurance or any increase of limits of liability not described above which a Contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

The OCIP is not an attempt to provide the Contractor and enrolled Subcontractors of all tiers with complete insurance programs. UDOT shall not be responsible to provide any insurance coverage not specified above. The Contractor and its Subcontractors of all tiers have the responsibility to make sure their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, which they deem advisable, whether or not specified above.

17.2 Also, any fees, costs or charges related to requirements of the OCIP are to be borne by the contractor; i.e., Additional Insured endorsement, Waiver of Subrogation etc.

**18. Subcontractor Participation**

The Contractor shall incorporate all the provisions of this agreement in any Subcontractor agreement and shall cause its Subcontractors to cooperate fully with UDOT and insurance companies for the project in the administration of the OCIP. The Contractor and all Subcontractors agree to cooperate in the safety and accident prevention program and claim handling procedures as established for the project by UDOT. **In accordance with this paragraph and subparagraphs, Contractor shall not permit any eligible Subcontractor of any tier to enter the Project Site prior to enrolling in UDOT's OCIP; failure to do so will negate the afforded coverage(s).**

**19. Waiver of Subrogation**

Contractor waives all rights of Subrogation and recovery against UDOT and State of Utah, its designees(s), Construction Managers, General Contractors and Subcontractor(s) of all tiers to the extent of any loss or damage that is insured under the OCIP. Contractor waives its rights of Subrogation and recovery for damage to any property or equipment against UDOT and State of Utah, its designees(s), Construction Managers, General Contractors and Subcontractor(s) of all tiers. Contractor shall require all Subcontractor(s) to similarly waive their rights of Subrogation and recovery in each of their respective construction contracts with respect to their work.

**20. No Release**

The carrying of the above-described insurance shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

**21. Approval of Forms and Companies**

All contractor provided insurance described in this contract shall be written by an insurance company or companies satisfactory to UDOT and licensed to do business in Utah and shall be in a form and content satisfactory to UDOT. Insurance must be placed with carriers having a Best's Guide Rating of A-VII or better. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

**22. OCIP Manual, UDOT Construction Safety and Health Manual and Claims Procedures**

The Contractor agrees, and shall cause its Subcontractors of all tiers to agree, to adhere to and perform all reporting and administrative requirements as detailed in the UDOT OCIP Manual and UDOT Construction Safety and Health Manual.

- 23** The Utah Department of Transportation will establish an OCIP Management Team consisting of members from the UDOT Project Team, Risk Management, the Contractor, the insurance provider and the OCIP Administrator. The Team will partner and meet regularly to review general liability claims, worker's compensation, safety, property damage and customer concerns about legal liability. Trends reported and concerns addressed will be shared by all members in order to control and manage the OCIP.

## **UDOT Owner Controlled Insurance Program (OCIP)**

### **Safety Overview**

The effectiveness of the Safety and Health Program will depend upon the active participation and personal cooperation of all. Project cooperation and coordination of efforts toward carrying out the overall safety responsibilities are needed for an effective program.

- Each Contractor shall be held responsible for its own and its Subcontractors compliance with the project safety requirements.
- Each Contractor and its Subcontractors shall establish and enforce an effective disciplinary program.
- Each Contractor and its Subcontractors shall designate an on the job safety Administrator. This may include a supervisor/foreman with safety knowledge. This will be UDOT's contact for safety concerns.
- All Contractors and Subcontractors supervision will need to attend S.S.T. (Supervisor **S**afety **T**rainin**G**) produced by the insurance carrier, approximately a 3-hour course.
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job will need to attend a construction orientation produced by the insurance carrier, a video and 3-page job rules and questions. (Must be completed before beginning work on the site.)
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job shall have the proper Personal Protective Equipment for the job task they are performing. At the minimum a hard hat, safety glasses, safety vest, long pants, shirt with minimal 4-inch sleeve and work boots.
- All employees (Contractors, Subcontractors, Engineers, etc.) shall have the proper training for the job task they are performing (confined space, fall protection, powder actuated tools, traffic control, equipment operating, etc.).
- Each Contractor and its Subcontractors shall at a minimum conduct a weekly safety meeting with all employees.
- Each Contractor and its Subcontractors shall assure that a qualified "Competent Person" is provided at work locations where required by OSHA.
- Each Contractor and its Subcontractors shall assure that all applicable forms (confined space permit, hot work permit, lock out/tag out, critical lift checklist, JSA, excavation permit, etc.) are provided at work locations where required by OSHA.
- Each Contractor and Subcontractor shall adhere to a 100% drug/alcohol free work zone. At a minimum a pre-employment and post accident testing is required. The Contractor will bear the cost or expenses associated with pre-employment testing. The Insurance Carrier will bear the cost of the post accident testing.

This is a brief overview of the UDOT Construction Safety and Health Manual. In the event of a conflict between the provisions of this overview, the OCIP manual and applicable local, State or federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more stringent shall apply.

## *APPENDIX A*

### *Designated Workplaces Exclusion Endorsement*

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**Original Printing**

**Effective April 1, 1984**

**WC 00 03 02 Standard**

#### **DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT**

**The policy does not cover work conducted at or from \_\_\_\_\_**

Source: Designated Workplaces Exclusion Endorsement, [WC 00 03 02](#), National Council on Compensation Insurance, Effective April 1, 1984.

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This endorsement excludes from coverage injuries incurred at workplaces described in the endorsement. It is often used when the insured is a contractor who is working on a large construction project subject to a wrap-up plan, a single consolidated insurance plan covering all parties to a construction contract. It may also be used when the employer has more than one workers compensation policy to exclude workplaces covered under the other policy; in such cases the endorsement would be filled out with a notation such as "any workplace covered by policy # \_\_\_\_\_ issued by \_\_\_\_\_ Insurance Company."

## ***APPENDIX B***

**COMMERCIAL GENERAL  
LIABILITY CG 21 54 01 96**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

**Description and Location of Operation(s): (list the OCIP project you are working on)**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2. , Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverage's):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**CG21 54 01 96**



# UDOT OCIP Enrollment Form

## PROJECT INFORMATION

Project Name \_\_\_\_\_  
Awarding Contractor \_\_\_\_\_ Prime Contractor: \_\_\_\_\_  
Type of work to be done \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date \_\_\_\_\_

## CONTRACTOR INFORMATION

Your Company Name \_\_\_\_\_ Indv \_\_\_ Ptshp \_\_\_ Corp \_\_\_ J/V \_\_\_\_\_  
Your Company's Federal **Employer Identification Number**: \_\_\_\_\_  
Does your company fall under: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE  
Your Address: \_\_\_\_\_  
Office Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Site Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Safety Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Payroll Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTRACT INFORMATION

**Contract Value \$** \_\_\_\_\_ **UDOT Project Number:** \_\_\_\_\_  
Estimated Project Payroll \_\_\_\_\_ **Job class codes:** \_\_\_\_\_  
% Self Performed Work \_\_\_\_\_ % Subcontracted Work \_\_\_\_\_ Estimated # of Subcontractors \_\_\_\_\_

## CURRENT INSURANCE INFORMATION

**Contractor's Worker's Compensation & General Liability Insurance Broker or Agent:**  
Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
City: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Certificate of Insurance including wording as required by contract must accompany this form.

**This form must be submitted to the UDOT Resident Engineer**

This enrollment form must be received PRIOR to starting work on the Project.